

11/4/83

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR AND JOHNSON CONTROLS, INC., AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND JOHNSON CONTROLS, INC. FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO JOHNSON CONTROLS, INC.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998 AND AMENDED ON DECEMBER 7, 1998, ON DECEMBER 21, 1999, APRIL 4, 2000 AND ON AUGUST 5, 2003; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION.

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND JOHNSON CONTROLS, INC. WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN TWENTY MILLION DOLLARS (\$20,000,000) INVESTMENT AND WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Chapter 1, and Chapter 29, Code of Laws of South Carolina, 1976, as amended (jointly the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such infrastructure through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to such infrastructure;

WHEREAS, Johnson Controls, Inc. (the "Company") has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Johnson Controls, Inc. Project) pursuant to the Act for the purpose of authorizing and of acquiring by purchase or construction of certain building(s), machinery, apparatus, and equipment, for the purpose of a manufacturing facility (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto;

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs;

WHEREAS, the Company has requested the County to provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto;

WHEREAS, the Company has requested the County to place the project in a multi-county industrial/business park to provide economic incentives to the Company; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed a Fee Agreement between the County and the Company pertaining to the project involving investment in the principal amount of not less than Twenty Million Dollars (\$20,000,000).

Section 2. The County agrees to place the project in a multi-county industrial/business park pursuant to the provisions of Section 4-1-170 of the Act.

Section 3. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be issued an Infrastructure Credit pursuant to the provisions of Section 4-1-175 of the Act in the amount of twenty-five percent (25%) of the payments in lieu of taxes collected from the Project. The Infrastructure Credit will be payable exclusively from payments in lieu of tax the County receives and retains (i) from the Company under the Fee Agreement authorized in Section 1 hereof and (ii) from the fee in lieu of tax due from the Project as the same will be located in a joint county industrial park existing between the County and an adjacent County. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 4. The County has agreed to assist the Company with and expedite the decision of all zoning and land use planning decisions necessary for the construction, occupancy and use of the Project as a manufacturing facility.

Section 5. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company, and the form, details, and maturity provisions, if any, of the Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 6. The Interim Supervisor/Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Interim Supervisor/Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 7. Prior to the execution of the Fee Agreement and the provision of the Infrastructure Credit, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 9. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 2nd day of December, 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Interim Supervisor/Chairman
of County Council, Oconee County, South Carolina.

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina.

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT made and entered into by and between Geonee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (jointly hereinafter the "County") and Johnson Controls, Inc. (the "Company"),

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 4, Chapter 1, and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (jointly the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for a manufacturing facility (the "Project") in the County. The Project will involve an investment of at least Twenty Million Dollars (\$20,000,000) within the meaning of Section 12-44-10 et seq. of the Act and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it (i) through the acquisition by the County of the Project and the leasing of the Project to the Company; and (ii) the inclusion of the Project within a multi-county park pursuant to Section 4-1-170 of the Act (the "Park") and (iii) through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act.

(d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of

the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(e) The County will provide an infrastructure credit against payments in lieu of taxes as defined in Section 4-1-175 of the Act (the "Infrastructure Credit") in an annual amount equal to twenty-five percent (25%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the County and an adjacent County Joint County Industrial and Business Park Agreement to be established by the County (the "Park Agreement") from the first ten (10) years of fee in lieu of tax payments on the Project. The adoption of ordinances and procedures for the provision of the Infrastructure Credit to the Company shall conform to the provisions of the Act and the Home Rule Act.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company and will involve a capital expenditure of not less than \$20,000,000. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company at the completion or earlier termination of the Fee Agreement.

Section 2.2. The Fee Agreement will be issued at such times and upon such acceptable terms to the County as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law. The amounts of such payments shall be determined by using an assessment ratio of 6.0%, a fixed millage rate based on the June 30, 2003 millage rate as provided in Section 30(D)(2)(a), and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The Fee Agreement shall provide that at the end of the lease term or upon earlier termination of the Fee Agreement, and upon payment of all outstanding indebtedness incurred thereunder, if any, the Company shall have the absolute right, at its option to purchase the Project for one dollar (\$1.00).

(g) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate legally levied and applicable on June 30, 2005.

Section 2.6. (a) Oconee County Council does hereby agree, subject to the requirements of Section 4-1-175 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under the Fee Agreement authorized in Section 2.3 hereof. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Fee Agreement.

(b) The undertakings of the County hereunder are contingent upon the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (f) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Twenty Million Dollars (\$20,000,000) in the Project by the fifth succeeding year after the year of the execution of the Fee Agreement; and

(g) To create at least forty-five (45) new jobs at the Project in the County by the fifth succeeding year of the Fee Agreement.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2004 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The County will convey to the Company any title it may have acquired to the Project, to the extent of its ownership therein, if any;

(b) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(c) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project; and

(d) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the execution of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Interim Supervisor/Chairman of
County Council, Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

Dated: November 4, 2003

JOHNSON CONTROLS, INC.

By: _____

Its: _____

Date: _____

OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization APPLE CLASSIC Scholarships

B. Address c/o Wausseau High School

151 Razorback Lane Wehalla, SC 29691

II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 2,500⁰⁰

B. How will ATAX Funds be used? ATAX funds will be

used to finance the 2002 APPLE CLASSIC

Holiday Hoops Basketball Tournament.

~~C. Provide an itemized budget. THIS IS REQUIRED, attach on a separate sheet.~~

D. Funds furnished by your organization \$ Equip, facility, etc.

Matching grant \$ _____ Source _____

Other Funding \$ 1500⁰⁰ Source WGOA-96's Raffle (Team T-Sprints)

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title 2002 APPLE CLASSIC Holiday Tournament

B. Description of project The APPLE CLASSIC Tournament

is a basketball tournament involving 14-16 teams.

The tournament involves boys and girls varsity

teams and is held December 27, 29, and 30th

C. Who will benefit from this project? The Athletic program of Walhalla High School and the APPLE Classic Scholarship fund receive the proceeds of the tournament.

IV. DATES OF PROJECT

Beginning Dec. 27, 2002 Ending Dec. 30 2003

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization; Incorporation date: _____

Ecclesiastical Organization under IRS Code: IRS # 507c
56-2075753

Date of Determination Letter: _____

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? The teams play one game per day. The teams and fans eat, shop and have during their stay.

How many visitors/participants attended the event last year and are anticipated this year? 16 Teams / 320 coaches? players / plus the fans who watch each day - approx. 1500

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? _____

How many overnight stays were created by this event last year and are anticipated this year? 2 Teams - 17 Rooms - 2 nights
Also fans from those two teams as well

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Web site of WVA, Radio, Newspaper, Radio

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) Clawson High School

provided us with their total of 17 rooms and all meals.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) We will get this data from Army

teams that lodge at Sevier, S.C.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor _____

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project.

1. Contact Name Hal Dunlap

Title Athletic Director / Walhalla High School

Signature Hal Dunlap Date 10-15-03

Phone Number (s) (O) 864-638-4576 (H) 864-944-8425

2. Alternate Contact Darryl Brewster

Title Tournament Director

Signature _____ Date _____

Phone Number (s) (H) 864-638-8255 (O) 864-710-4134



WALHALLA HIGH SCHOOL

121 RAZORBACK LANE
WALHALLA, SOUTH CAROLINA 29681
(864) 638-4592 FAX (864) 638-4055

DONALD C. LAWRENCE, JR.
PRINCIPAL

To: Geesee County ATAX Committee
From: Hal Dunlap, Walhalla High School
Re: Grant for Holiday Hoops Classic
Date: 10-15-03

The Apple Classic Holiday Hoops Classic is a basketball tournament held each year at Walhalla High School. The 2003 tournament will be the seventh annual tournament with the proceeds of the tournament used to benefit the athletic program at Walhalla High School and to fund an annual college scholarship to a Walhalla student/athlete. The tournament has always been a first class event with exciting basketball games for the boys and girls teams, a hospitable atmosphere for teams, coaches, and fans, and a means to bring communities together for a good cause over the holidays.

The tournament invites local schools to the event as well as teams from a distance. Last years tournament attracted Clover High School to the event. Clover teams spent 2 nights and 3 days in Oconee County. They used 17 rooms in the two nights and ate all their meals for the three days in the county. They also shopped extensively during their "down" time. Also, several families of the players attended all 3 days of games and spent their dollars in Oconee County. This year teams from Canton will be in the tournament as well as teams from Rosman, N.C. The complete field is in the process of being filled.

Overview of 2003 Budget

Officials	2300.00
Security	450.00
* Awards (team/players)	250.00
* Hospitality Room	250.00
* T-shirts	1500.00
Gate/clock operators	300.00
	\$5050.00

- * This expense is covered by a corporate sponsor.
- * Most of the food is donated on a daily basis. This expenditure allows us to provide all officials, coaches, and school officials meals daily.

**OCONEE COUNTY ATAX GRANT
APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization Walhalla Partners for Progress
B. Address Po Box 815
Walhalla, SC 29691

II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 25,000.00
B. How will ATAX Funds be used? We are requesting funds for the renovation and remodeling of an existing building owned by the City of Walhalla located on main street in Walhalla, SC. This is to provide public restrooms for visitors and tourists.
C. Provide an itemized budget. **THIS IS REQUIRED**, attach on a separate sheet.
D. Funds furnished by your organization \$ see
Matching grant \$ All labor Source city of Walhalla
Other Funding \$ labor Source city of Walhalla

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title Public Facilities for Downtown Walhalla, SC
B. Description of project See attachment A.1, A.2 + A.5

Attachment: A-1

Walhalla, SC is a popular tourist destination for special events, such as Oktoberfest, and year-round, for the recreational and shopping opportunities.

Yet, there are no public restrooms available! As the Walhalla Partners for Progress, the Chamber of Commerce and the City of Walhalla continue to promote and cultivate tourism, there is an increasing need for public facilities.

The property slated for renovation is adjacent to the Walhalla Police Station. The proximity to the police station will assist in discouraging random vandalism. The building to be used was formerly the main Walhalla fire station.

This building is ideally located for visitors who park and walk up and down Main Street. The reconstruction will involve obtaining permits and licenses; hiring contractors for carrying out carpentry, sheetrock/woodwork/floor covering installation, painting, plumbing, HVAC renovation, electrical work, and purchase/installation of restroom fixtures and accessories.

See project estimate attached.



Trehal Corporation

Post Office Box 1707, Clemson, South Carolina, 29633

Project: Restrooms for Downtown Wehale

Client: City of Wehale

Location: Wehale, SC

Sq Feet: 1,088

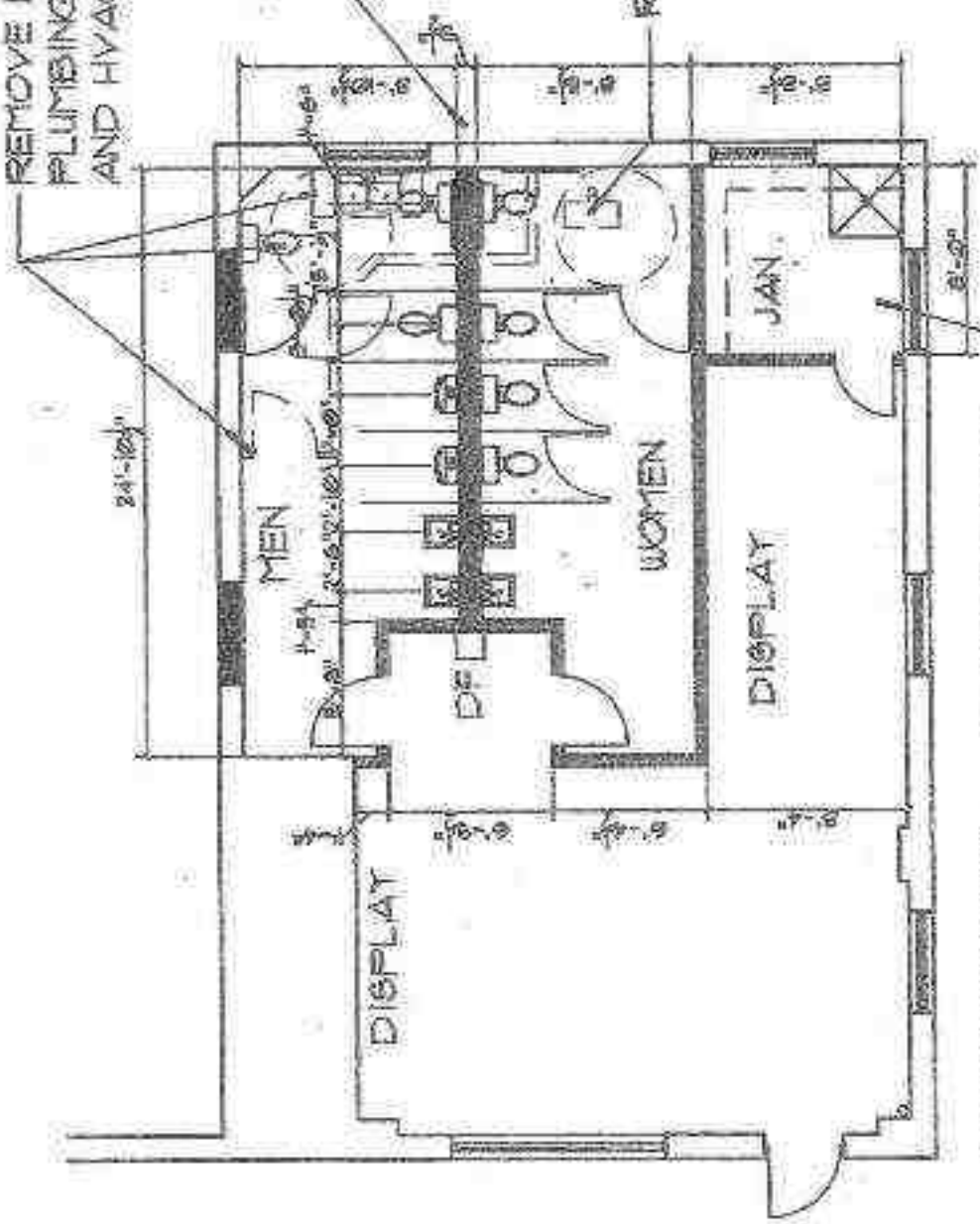
10/13/2000

Cost Codes	Item Description	Estimated Value	SF Cost
Renovations			
00900	City of Wehale Building Permits and Licenses	\$447.00	\$0.42
01300	Project General Conditions (demo/str. cleaning, temp. utilities, consumables)	\$3,000.00	\$2.81
01600	Trehal Superintendent, Vehicle, & Telephone (2.5 weeks)	\$4,200.00	\$3.93
06000	Trehal Demolition and Carpentry Labor (86 man hours)	\$2,100.00	\$1.97
08000	Carpentry Materials	\$775.00	\$0.73
08250	Sheetrock Tape & Finish, Patching	\$2,890.00	\$2.71
08300	New Pro Hung Wood Doors and Hardware	\$885.00	\$0.83
08800	Vinyl Composition Tile and Rubber Base	\$1,615.00	\$1.42
08900	Painting (new and existing walls, doors, ceilings)	\$2,680.00	\$2.61
10000	Trailer Partitions and Accessories	\$3,700.00	\$3.52
15180	Plumbing: Demo and Replace (Backflow Preventing)	\$18,500.00	\$15.45
18000	HVAC: Rework Existing, Add Radiant Heat and Exhaust (Essex Mechanical)	\$1,350.00	\$1.23
16000	Electrical: Rework Existing, Add Lighting (C&W Electrical)	\$5,800.00	\$6.37
BUDGET TOTAL RENOVATION COSTS		\$47,482.00	\$44.38
	Contingency	\$0.00	\$0.00
	Architectural Fees	\$0.00	\$0.00
	Trehal Overhead	\$4,265.00	\$3.99
	Trehal Fee	\$3,617.00	\$3.39
TOTAL RENOVATION COSTS		\$55,364.00	\$51.76

REMOVE EXISTING WALLS,
PLUMBING, ELECTRICAL
AND HVAC

2 x 8 STAGGERED
STUD WALL

REMOVE EXISTING HVAC



NEW WALLS

NEW JAN. CLOSET
WITH MOP SINK

PROPOSED RESTROOMS FOR DOWNTOWN WALHALLA, SC

SCALE: 1/8" = 1'-0"

10.6.03

RESUB. CORR.
REVISION • 10.6.03

C. Who will benefit from this project? Directly, visitors will benefit by the availability of public facilities. Secondly, merchants and organizations will benefit

through visitors who may stay longer and/or visit more often, knowing facilities are available.

IV. APPROXIMATE DATES OF PROJECT

Beginning Nov 2003 Ending Feb 2003 2004

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date January 24, 2003

Eleemosynary Organization under IRS Code: IRS # _____

Date of Determination Letter _____

VI. DEMOGRAPHIC DATA

Attachment B

How will the project influence tourism in Oconee County? It will make Walhalla

much more tourist friendly! Public facilities is a primary need. Walhalla

has many tourists who regularly search for and are disappointed if

learn facilities are not available. See Attachment B.

How many visitors/participants attended the event last year and are anticipated this year? N/A - October Fest alone generates 50,000 visitors to

Walhalla
How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? (N/A)

How many overnight stays were created by this event last year and are anticipated this year? N/A

Concepts for the Green on Main

Walhalla Oval - trees surround, hedges possible to separate from traffic

Posts with lights strung between them overhead

Walhalla Garden - a more formal grid garden with trees and shrubs in lateral pattern with curved arch at top

Green Space at Red Cross

3 Garden Rooms Concept - circles with plantings connected that provide "places to stop"
Walk of history - woodland landscape with a path through and a bench area to stop in the middle.

Economic Study - Tripp

Marketing - understand the marketing forces in Walhalla right now. 21 Business zipcode survey was conducted from 6/23 - 29. We had the most business ever to participate, of any city Tripp has worked with.

Results - 2293 visits with 337 unique zip codes, representing 30 states, including Hawaii.
This is more than Tryon, Salisbury NC, Travelers Rest (cities they had worked with)

19% Walhalla
6% West Union
12% Seneca
13% Salem, Westminster, Mountain Rest
_____ - Therefore, 50% is local

29% Rest of SC
4% NC
16% Ga and Fla
4% Midwest
3% AL, TN, VA, NW, NE

Antiques and gift = 28% local
29% GA/FLA (a surprise to Tripp)
34% Rest of SC

Restaurants 30% Walhalla
18% Salem, Westminster, Mtn. Rest
18% Seneca
27% Rest of SC
9% Out of State

This indicates that visitors to Walhalla are NOT staying for a meal

The Primary Trade Areas of Walhalla represent 16,000 people - Walhalla, West Union, Mtn. Rest, Longcreek, Westminster

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Not Applicable

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) N/A

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) N/A Providing public facilities is a

meaning, local ground service city will supply maintenance + supply for facility.

VII. AUDIT

Does your organization perform an independent audit? Yes No (waiver to)

Name of the Auditor This is first year - not yet in effect (for here)

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project.

A. Contact Name John Thomas

Title Vice President

Signature John Thomas Date Oct. 15, 2003

Phone Number (s) 864-638-7700 or 864-638-3246

B. Alternate Contact Jane Neville

Title Treasurer

Signature Jane Neville Date Oct 15, 2003

Phone Number (s) 864-638-2563 or 864-882-1331

Oktoberfest

WALHALLA, SOUTH CAROLINA 29691

October 28, 2003

The Oktoberfest Committee supports the public restroom project in downtown Walhalla. At a meeting this past year, the committee agreed to provide some financial assistance for this project.



WALHALLA PARTNERS FOR PROGRESS
P.O. BOX 815
WALHALLA, SC 29691

To Whom It May Concern:

In reference to the Public Restrooms on Main Street; community volunteers have offered to do the construction work.

Our working budget for this project will be \$25,000.00. This will include some plumbing and electrical work.

Yours for an "even greater" Walhalla.

Fay Workman

Fay Workman, Pres.

and Budget Officer appear to be item 543, 6077

I hereby certify that to the best of my knowledge and
belief the above is a true and correct
statement of the actual
Awarded Vendor

[Signature]
Awarded Vendor

Bidders	#	Description	Design Lab		A.T.C. Uniforms Inc		Blue Mountain Media Inc.		Southeastern Police Supply		Wright Johnson Uniforms	
			Taylor, SC	Extended Price	Long Island City, NY	Extended Price	Seneca, SC	Extended Price	Piedmont, SC	Extended Price	Columbia, SC	Extended Price
Approx Qty			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
175	ca	Trucker, men	36.11	8,355.36	40.85	8,253.20	39.88	8,242.38	47.00	8,430.20	Do not meet specs	
57	ca	Trucker, women	36.11	1,396.02	48.66	1,737.18	35.28	1,438.56	37.95	1,724.16		
189	ca	Shirt, SS, men	30.28	5,639.54	31.58	6,342.70	32.88	8,115.84	34.75	8,483.50		
190	ca	Shirt, T.S. men	34.28	8,377.94	33.95	6,314.70	37.00	8,891.30	38.75	7,207.50		
41	ca	Shirt, SS women	30.28	1,272.18	31.58	1,941.90	32.88	1,300.96	34.75	1,438.50		
42	ca	Shirt, T.S. women	34.28	1,449.10	32.65	1,425.00	32.05	1,588.10	35.95	1,535.50		
10	ca	Hat	58.50	565.00	48.85	488.50	70.00	700.00	85.00	550.00		
21	ca	Body Armor Undergarment	6.50	237.00	28.05	745.70	15.50	387.50	22.50	562.50		
22	ca	Armband - Baseball	54.75	1,355.78	48.85	5,248.75	68.28	1,708.28	41.95	1,348.75		
23	ca	Armband - Baseball	38.95	958.00	40.95	1,085.50	45.75	682.50	68.95	930.80		
24	ca	Armband	37.80	907.20	29.65	718.85	55.00	1,388.00	48.45	992.00		
61	ca	Ball Pouch	55.00	3,480.00	29.85	1,787.00	59.00	3,000.00	28.00	1,257.00		
71	ca	Three-Button Jacket	33.82	2,507.40	54.05	8,848.50	72.00	5,916.00	75.95	8,316.00		
10	ca	Body Vests	39.75	187.50	29.95	288.50	41.35	419.50	52.95	389.50		
88	ca	Cotton Fitted Cap	10.75	845.00	12.95	777.00	10.15	588.00	50.30	687.00		
39	ca	Polo Shirt, SS	22.90	883.10	19.00	661.00	22.00	538.00	28.85	1,051.00		
29	ca	Polo Shirt, LS	24.90	871.10	18.95	778.35	25.00	375.00	30.85	1,207.05		
76	ca	Mini-Tri-Blend O'Clock	8.50	891.00	5.05	467.70	8.75	462.50	10.95	883.70		
3	ca	Ball Field	65.90	1,827.50	189.50	2,886.25	110.00	1,886.00	65.00	845.00		
8	ca	Belt Shield 1 1/2'	25.20	267.50	34.95	249.50	28.50	286.00	32.25	322.50		
9	ca	Belt Shield 1 1/2'	23.00	230.00	20.95	260.50	23.50	235.00	28.95	288.50		
15	ca	Belt Delineator 1/2'	19.20	228.00	21.95	374.25	16.00	346.00	18.50	382.50		
18	ca	Belt Delineator 1 1/2'	22.40	886.00	28.95	448.25	23.00	346.00	27.80	412.50		
24	ca	Ball Glove	3.25	78.00	1.30	46.80	4.30	96.00	5.85	142.00		
25	ca	McMiles	3.05	35.40	8.85	138.60	4.25	51.00	5.95	91.40		
26	ca	Gloves	25.85	682.49	19.00	478.89	31.00	794.00	33.80	864.00		
31	ca	Chestnut	2.75	151.25	3.95	217.25	1.75	90.25	0.85	48.75		
43	ca	Years of Service Patch women	2.75	120.75	0.95	177.75	1.00	45.00	1.20	64.00		
192	ca	Pocket Sheriff's Office	1.84	820.00	3.95	1,876.00	1.30	500.00	1.50	750.00		
232	ca	Pocket Operation Officer	1.84	410.00	3.05	957.50	1.00	250.00	1.70	495.00		
		Subtotal		40,350.82		46,331.30		45,072.58		48,207.45		
		S. C. Sales Tax (7%)		2,817.66		2,318.67		2,253.65		2,310.21		
		Total		42,368.47		48,649.97		47,326.23		50,517.66		
		Add for various change		540.82								
		Grand Total		43,209.29								
		Change bids for over-size	yes		yes		yes		yes			
		Addendum 1	yes		yes		yes		yes			
												Corrected input

MOTION TO AMEND BUDGET;

1. MOVE \$3,700,000 FROM THE SOLID WASTE UNRESTRICTED RESERVE ACCOUNT TO THE GENERAL FUND UNDESIGNATED RESERVE.
2. MOVE \$1,600,000 FROM THE SOLID WASTE UNRESTRICTED RESERVE ACCOUNT TO THE SOLID WASTE CAPITAL ACCOUNT.
3. MOVE THE UNUSED MONIES FROM THE VOTER REGISTRATION BUILDING MOVE, THE COURT HOUSE VIDEO SURVEILLANCE, COURT HOUSE BASEMENT RENOVATION, MISCELLANEOUS CAPITAL IMPROVEMENTS AND THE CAPITAL PROJECTS BALANCE UNASSIGNED TO THE PINE STREET ACCOUNT.
4. PROVIDE \$29,620 FROM UNDESIGNATED RESERVE FOR ADA UPGRADES.
5. PROVIDE \$210,000 FROM UNDESIGNATED RESERVE FOR GIS PHASE I.
6. PROVIDE \$987,500 FROM UNDESIGNATED RESERVE FOR VEHICLES AND EQUIPMENT.
7. PROVIDE \$570,000 FROM THE SOLID WASTE CAPITAL ACCOUNT FOR SOLID WASTE VEHICLES AND EQUIPMENT.
8. PROVIDE \$25,000 FROM THE UNDESIGNATED RESERVE FOR RENOVATING THE DAYCO BUILDING FOR THE ROAD DEPARTMENT.
9. PROVIDE \$15,000 FROM THE UNDESIGNATED RESERVE FOR RENOVATING THE ROAD DEPARTMENT BUILDING FOR THE RURAL FIRE DEPARTMENT.
10. PROVIDE \$185,000 FROM THE PINE STREET FUNDS FOR RENOVATING THE PINE STREET FACILITY FOR PERMANENT OFFICES FOR THE PROBATE JUDGE. THIS WILL INCLUDE THE AREA USED FOR STORAGE, THE OLD KITCHEN AND THE AREA CURRENTLY OCCUPIED BY THE PROBATE JUDGE.

11. PROVIDE \$1,500,000 FROM THE UNDESIGNATED RESERVE FOR CONSTRUCTION OF A NEW BUILDING FOR THE DEPARTMENT OF SOCIAL SERVICES.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2003-20**

TITLE: THIS ORDINANCE SHALL BE KNOWN AS: "AN ORDINANCE TO AMEND SECTION 4-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN RESCINDING ORDINANCE 2001-16"

WHEREAS, Oconee County is committed to providing a safe and healthful work environment for all county employees; and

WHEREAS, in pursuit of this endeavor, Oconee County Council deems it appropriate to rescind Ordinance 2001-16 and adopt Ordinance 2003-20 (titled above); and

WHEREAS, the adoption of said Ordinance is necessary to continue to facilitate compliance with the "EXPOSURE CONTROL PLAN" (ECP) which is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA Standard 29 CFR 1910.1030, "OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS"; and

WHEREAS, the "EXPOSURE CONTROL PLAN" (ECP) is a key document to assist the county in implementing and ensuring compliance with the standard, thereby protecting our employees;

NOW THEREFORE, BE IT ORDAINED by Oconee County Council duly assembled with a quorum present and voting that Section 4-9 of Ordinance 97-14 is amended as follows to include the provisions for the "OCONEE COUNTY EXPOSURE CONTROL PLAN".

SECTION I: The remaining terms, conditions, provisions, sections, clauses and sentences of Ordinance 97-14, "OCONEE COUNTY POLICY & PROCEDURES MANUAL" shall remain in full force and effect.

SECTION II: If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

SECTION III: This Ordinance shall become effective upon its adoption on third and final reading.

BE IT FURTHER ORDAINED, that the provisions of the Oconee County Exposure Control Plan as adopted herein shall be immediately implemented and followed by employees/volunteers of Oconee County.

BE IT FURTHER ORDAINED, that the ECP include the following:

DETERMINATION OF EMPLOYEE EXPOSURE

**IMPLEMENTATION OF VARIOUS METHODS OF EXPOSURE CONTROL,
INCLUDING:**

- Standard/Universal precautions
- Engineering and work practice controls
- Personal protective equipment
- Housekeeping

HEPATITIS B VACCINATION

POST-EXPOSURE EVALUATION & FOLLOW-UP

COMMUNICATION OF HAZARDS TO EMPLOYEES AND TRAINING

RECORD KEEPING

**PROCEDURES FOR EVALUATING CIRCUMSTANCES SURROUNDING AN
EXPOSURE INCIDENT**

The methods of implementation of these elements of standard are discussed in the subsequent pages of this ECP.

PROGRAM ADMINISTRATION:

The Human Resources Department is responsible for the implementation of the ECP and will maintain, review, and update at least annually, and whenever necessary to include new or modified tasks and procedures. Contact location/phone number: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

The Individual County Departments will maintain and provide all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels and red bags as required by the standard. The Human Resources Department will ensure that adequate supplies of the aforementioned equipment are available in appropriate sizes. Contact location/phone: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

The Human Resources Department will be responsible for ensuring that all medical actions required are performed and that appropriate employee health and OSHA records are maintained. Contact location/phone: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

The Human Resources Department will be responsible for training, documentation of training and making the written ECP available to employees and OSHA representatives. Contact location/phone number: 415 South Pine Street, Walhalla, SC 29691/864 638 4252.

EMPLOYEE EXPOSURE DETERMINATION: *

The following is a list of all departmental classifications at our establishment in which all employees have occupational exposure:

Sheriff
Rural Fire
Vehicle Maintenance
Animal Control
Parks & Recreational
Coroner
Public Buildings
Environmental Services
Emergency Management
Solid Waste
Magistrates
Law Enforcement Center
Rural Fire Volunteers
First Responders

*With the exception of secretarial and clerical employees in these departments

These same standards apply to all part time, temporary, contract and per diem employees in the departments listed above.

METHODS OF IMPLEMENTATION AND CONTROL:

Standard/Universal Precautions:

Treat all blood and bodily fluids as if infected with HIV or Hepatitis B or C

Exposure Control Plan:

Use appropriate PPE to prevent contact with skin, or splattering into face:

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. All employees have an opportunity to review this plan at any time during their work shifts by contacting the Human Resources Department. If requested, an employee will be provided with a copy of the ECP free of charge and within fifteen (15) days of the request. These copies will be available in each department listed above.

The Human Resources Department is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures, which affect occupational exposure, and to reflect new or revised employee positions with occupational exposure.

Engineering Controls and Work Practices:

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed below:

<u>TASKS PERFORMED</u>	<u>MEANS OF TRANSMITTAL</u>	<u>PERSONAL PROTECTIVE EQUIPMENT</u>
Cleaning Around Dumpsters	Touch, Stick Or puncture wound from Contaminated Broken glass, Sharp object or needle	Heavy Gloves Gown
Touch/Carry Trash/Waste	Spill, Stick, Touch, Blood Body Fluid	Heavy Gloves Gown
Bathroom Facility Maintenance	Touch, Blood, Splash Immersion, Urine, Feces	Disposable Gloves, goggles gown
Cleaning Around Landfills After Unloading of Vehicles At Dumpster Locations	Touch, Stick	Gloves Goggles
Assisting Injured Person As Result of Accident	Touch, Bite, Urine, Spit, Blood Puncture wound from sharp object	Gloves, Gown Goggles
Transport of Prisoner	Bite, Saliva, Urine, Feces, Blood	Gloves, Face Mask, Goggles
Fights/Assaults	Touch, Blood, Bite, Saliva Urine, Feces	Gloves Goggles Change Clothing If Contaminated with Bodily Fluids
Body Cavity Search	Touch, Stick Puncture wound	Gloves
Securing or Handling of Evidence	Touch Puncture/Wound	Gloves
Deceased Person Body Removal Amputated Body Parts	Touch, Splash	Gloves Goggles Gown Body bag

Resuscitation	Blood, Regurgitation, Spit	Gloves Resuscitation Equipment Ambubag or Ventilation Device
Equipment Repair/ Maintenance	Touch, Splash Puncture wound	Gloves Goggles Change Clothing

Personal Protective Equipment (PPE):

PPE is provided to our employees at no cost to them. Training is provided by the Individual Department Heads in the use of the appropriate PPE for the tasks or procedures employees will perform.

The types of PPE available to employees are as follows: Gloves, Goggles, Mask, Gowns.

PPE is located at 415 South Pine Street, Walhalla, SC and may be obtained through the Employee's Individual Department.

All employees using PPE must observe the following precautions:

NOTE: When provision of hand washing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

Remove PPE after it becomes contaminated, and before leaving the work area.

Used PPE must be disposed of in red biohazard bags.

Wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.

Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing or deterioration.

Never wash or decontaminate disposable gloves for reuse.

Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose or mouth.

Remove immediately or as soon as feasible any garment contaminated by blood or OPIM in such a way to avoid contact with the outer surface.

The procedure for handling used PPE is as follows: After being bagged, it is taken to the central collection point at the Sheriff's Department.

PPE and engineering controls are revised annually and per employee request. Employees are involved in selecting and evaluating PPE and engineering controls for their specific departments.

Housekeeping:

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see labels), and closed prior to removal to prevent spillage or protrusion of contents during handling.

The procedure for handling sharps disposal container is: The sharps are labeled and placed in household trash containers at the **convenience centers**.

The procedure for handling other regulated waste is: Bag the waste in biohazard bags and transport to the central location at the Sheriff's Department. The biohazard bags will then be disposed of by the SC Department of Transportation and EPA regulations.

Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leakproof on sides and bottoms, and labeled or color-coded appropriately. Sharps disposal containers are available in the PPE kits.

All contaminated surfaces (counter-tops, tools, etc.) are to be cleaned and decontaminated as soon as feasible after visible contamination, with one part bleach to eight parts water.

Broken glassware, which may be contaminated, is picked up using mechanical means, such as a brush and dustpan.

Laundry:

If clothing articles (uniforms) are contaminated, the clothing articles should be placed in biohazard bags and sent for dry cleaning.

Personal clothing of an employee who has not completed the six-month probation period and has not been issued a uniform will be sent for dry cleaning.

The following requirements must be met:

Wear the following PPE when handling contaminated clothing articles: Gloves.

Labels:

The following labeling method(s) is used in this facility:

EQUIPMENT TO BE LABELED

LABEL TYPE

(e.g., specimens, contaminated
Laundry, etc)

(red bag, biohazard label, etc.)

The head of each department will ensure warning labels are affixed or red bags are used as required if regulated waste or contaminated equipment is brought into the facility. Employees are to notify their department head **immediately** if they discover regulated waste containers, refrigerators containing blood or OPIM, contaminated equipment, etc. without proper labels.

HEPATITIS B VACCINATION:

The Human Resources Department will provide training to employees on hepatitis B vaccinations, addressing (a) safety, benefits, efficacy, methods of administration and availability.

The hepatitis B vaccination series is available at no cost prior to performing any tasks that put them at risk and within ten (10) days of initial assignment to employee identified in the exposure determination section of this plan. Vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series, 2) antibody testing reveals that the employee is immune, or 3) medical evaluation shows that vaccination is contraindicated.

However, if an employee chooses to decline vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept in the Human Resources Department.

Vaccination will be provided by the designated medical facility.

Following hepatitis B vaccinations, the health care professional's written opinion will be limited to whether the employee requires the hepatitis vaccine, and whether the vaccine was administered.

POST EVALUATION AND FOLLOW-UP:

Should an exposure incident occur, contact the Human Resources Department at 864 638 4252.

An immediately available confidential medical evaluation and follow-up will be conducted by the designated health care professional. Following the initial first aid (clean the wound, flush eyes or other mucous membrane, etc.) the following activities will be performed:

Document the routes of exposure and how the exposure occurred.

Identify and document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).

Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV or HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.

If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.

Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).

After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident and test blood for HBV and HIV serological status.

If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least ninety days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

ADMINISTRATION OF POST EXPOSURE EVALUATION AND FOLLOW-UP

The Human Resources Department ensures that health care professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's bloodborne pathogens standard.

The Human Resources Department ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- A copy of the regulation
- A description of the employee's job duties relevant to the exposure incident
- Route(s) of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test
- Employee's medical records, relevant to appropriate treatment, including vaccination

status.

The Health Care Professional provides the employee with a copy of the evaluating health care professional's written opinion within fifteen (15) days after completion of the evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT:

The Health Care Professional will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work Practices Followed
- A description of the device being used
- Protective equipment or clothing that was used at the time of the exposure incident (Gloves, eye shields, etc.)
- Location of the incident
- Procedure being performed when the incident occurred
- Employee training

If it is determined that revisions need to be made, the Human Resources Department will ensure that appropriate changes are made to this ECP.

EMPLOYEE TRAINING:

Pre-exposure training for all employees who have occupational exposure to bloodborne pathogens will be conducted by the Human Resources Department. Post-exposure training for all employees will be provided by the health care provider.

All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

A copy and explanation of the standard

An explanation of our ECP and how to obtain a copy

An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident

An explanation of the use and limitations of engineering controls, work practices, and PPE

An explanation of the basis for PPE selection

Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge

Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM

An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available

Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident

An explanation of the signs and labels and/or color coding required by the standard and used by the county

An opportunity for interactive questions and answers with the person conducting the training session.

Training materials for Oconee County are available in the Human Resources Department.

RECORD KEEPING:

Training Records:

Training records are completed for each employee upon completion of training. These documents will be kept for at least three (3) years in the Human Resources Department.

The training records include:

- Dates of Training Sessions
- Contents or Summary of Training Sessions
- Names & qualifications of Persons conducting training
- Names & job titles of all persons attend training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative with fifteen (15) working days. Such requests should be addressed to the Human Resources Department.

Medical Records:

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.20, "Access to Employee Exposure and Medical Records".

The Human Resources Department is responsible for maintenance of the required medical records. These confidential records are kept in the Oconee County Human Resources Department, 415 South Pine Street, Walhalla, SC 29691 for at least the duration of employment plus thirty (30) years. Employee medical records are provided upon request of the employee or to anyone having written consent of the employee within fifteen (15) working days. Such requests should be sent to the Human Resources Department, 415 South Pine Street, Walhalla, SC 29691.

OSHA Record Keeping:

An exposure incident is evaluated to determine if the case meets OSHA's Record Keeping Requirements (29 CFR 1904). The determination and the record activities are done by the Human Resources Department, 415 South Pine Street, Walhalla, SC 29691.

APPROVED & ADOPTED on third and final reading this

Harry R. Hamilton
Interim Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2003-21

The Oconee County Council, in session, duly assembled, hereby adopts and proclaims the following amendment to Ordinance 2002-8, An Ordinance to provide for the sale of surplus stone, gravel, and like products by Oconee County and to prescribe the manner of such sale and the payment and accounting therefore, and to repeal Ordinance 91-10,

Ordinance 2002-8 is hereby amended by the addition of the following provision.

Section 5(b)(iii)

A purchaser who has received credit pursuant to Section 5(b)(i) above may request additional credit from Oconee County for the purchase of stone, gravel or other related products from the Oconee County Rock Quarry, upon submission of a letter to the Oconee County Finance Director requesting additional credit. Upon receipt of a letter requesting additional credit, the Chief Administrative Officer of Oconee County, the Oconee County Finance Director and the Superintendent of the Oconee County Rock Quarry shall meet and determine whether additional credit should be extended. The Chief Administrative Officer of Oconee County, the Oconee County Finance Director and the Superintendent of the Oconee County Rock Quarry shall determine the amount of credit to be extended (which may exceed the \$50,000.00 limit set forth in Section 5(b)(i) above) and the length of time that credit may be extended. In no event shall credit be extended for more than thirty (30) days.

DONE AND RATIFIED on First Reading this _____ day of _____, 2003, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on Second Reading this _____ day of _____, 2003, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on a Third and final Reading this ____ day
of _____, 2003, by a vote of:

_____: YES

_____: NO

Chairman-Supervisor

Attest:

_____, Clerk

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION

WHEREAS, earthquakes can pose a real threat to the citizens of the Palmetto State; and

WHEREAS, since earthquakes can occur at any time of the year; and

WHEREAS, while we have been fortunate enough not to have had a major earthquake in our state in many years, the fault lines that run through South Carolina make us particularly vulnerable; and

WHEREAS, an earthquake similar in intensity to the one that occurred in 1886, with an epicenter near Charleston, would today be catastrophic in nature and would cause great loss of life and destruction of property; and

WHEREAS, increasing public awareness of South Carolina's earthquake hazard and heightening public knowledge of safety measures to take before, during and after an earthquake can help save lives, protect property, and reduce damages and injuries.

NOW THEREFORE, WE, the Oconee County Council, proclaim November 2 – 8, 2003

as

EARTHQUAKE AWARENESS WEEK

And encourage all Oconee Citizens to become more informed of the hazards and threats of earthquakes, to take whatever steps necessary to make homes, schools, businesses and public places as earthquake safe as possible and to support increased public information and awareness programs on earthquake safety.

Harry R. Hamilton
Interim Supervisor-Chair
Oconee County Council

Attest:

Opal O. Green
Clerk to Council



CRIMSON FIRE

A Spartan Company

RECEIVED

NOV 03 2003

COONEE COUNTY
PURCHASING DEPT

October 29, 2003

Oconee County Procurement Office
415 S. Pine Street – Room 10
Wahalla, SC 29691
Attn: Ms. Marianne Dilard – Procurement Director

Dear Ms. Dilard:

I am writing you this letter to hopefully ease your worries and frustrations with 2002 purchase of 10 pumpers from Crimson Fire, formerly Quality Manufacturing.

I want to personally assure you, in writing, that all of your warranty issues will be resolved, and will be done in an expediently manner. I understand your County's concern with regards to the CAFS systems operation, or lack thereof. I believe with the meeting that I have set up at our Talladega facility, with representatives from Foam Pro, Crimson Fire, and yourselves. That we can eliminate the finger pointing that has been going on for the past year, find out what the problem is, determine a resolution and get your systems operating in the manner that they were purchased for.

I also want to extend my appreciation you and your county for your patience on this matter. I want reaffirm to you that your needs are very important to Crimson Fire and that as stated above we will honor all warranty claims prior to expiration of said warranties and will do so in an expediently manner.

If you have any further concerns, please do not hesitate to contact me.

Sincerely,

Ron Curran
Director of Operations
Crimson Fire